

TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

18969 VON KARMAN, IRVINE, CA 92606
(949)263-2544 Fax (949)752-8043

Escrow No. 203023134 - M19

Escrow Officer Lorr Beasley

Date June 5, 2000

1. On or before the TIME LIMIT DATE of August 15, 2000
- 2.
3. The undersigned hands you an "Agreement for Purchase of Real Property and Joint Escrow Instructions", hereinafter
4. the Agreement, dated as of May 31, 2000, executed by Boeing Realty Corporation, as Seller, and Yuseh Air & Sear
5. Service (U.S.A.) Inc., a New York corporation, as Buyer.
- 6.
7. You as Escrow Holder, are instructed to act in accordance with the terms and conditions of said Agreement insofar
8. as is required to close this escrow. Specifically, you are to be concerned only with the following paragraphs of the
9. Agreement: Sections 1 through 8, 12.1 through 12.7, 13 (only as called for herein), 14.1, 14.3 through 14.11, 14.13
10. through 14.16, 14.18, and 14.22. Further, the Additional Instructions attached hereto are hereby incorporated herein,
11. and by execution of these instructions, the undersigned agree to same.
- 12.
13. All other terms, conditions and provisions of the Agreement affect the principals only, and you, as Escrow Holder, are
14. not to be concerned or liable therefore. The undersigned, as principals of the Agreement, hereby agree as a
15. condition of your acceptance of the limited agency, to be bound by the General Provisions attached hereto and
16. incorporated herein by this reference. In the event of any inconsistency between the General Provisions and the
17. Agreement, as between the parties, the Agreement shall control.
- 18.
- 19.
- 20.
- 21.

CHICAGO TITLE COMPANY

Lorr Beasley
Senior Commercial Escrow Officer

COPY

Post-It Fax Note	7671	Date	8-15-00	# of pages	6
To	Mario Stabile	From	Lorr Beasley		
Co./Dept.		Co.			
Phone #		Phone #	(949) 263-2544		
Fax #	562) 627-4906	Fax #	(949) 752-8043		

(Page 1)

ESCROW INSTRUCTIONS (Continued)

TO: CHICAGO TITLE COMPANY

Escrow No. 203023134 - M19
Date June 5, 2000

1. ADDITIONAL INSTRUCTIONS:

- 2.
3. A. The date of the "Opening of Escrow" as referenced in Section 2 of the Agreement is June 1, 2000.
- 4.
5. The "Feasibility Period" as referenced in Section 4.3.1 of the agreement shall end July 31, 2000 ("Feasibility
6. Deadline").
- 7.
8. The "Closing Date" as referenced in Section 6.1 of the Agreement shall be on or before August 15, 2000.
- 9.
10. ~~B. Buyer and Seller hereby confirm that pursuant to the provisions of Section 3.1 of the Agreement, the square~~
11. ~~footage of subject property is 255,315, and that the purchase price for subject property is \$5,196,300.00.~~
- 12.
13. C. Buyer's deposit shall be invested by Escrow Holder in accordance with the provisions of Section 3.2.1 of the
14. Agreement only upon Escrow Holder's receipt from Buyer of the executed investment instructions and completed
15. and executed Form W-9. *which deposit, investment instructions and Form W-9 have been delivered to Escrow*
16. *Holder.*
17. D. Pursuant to the provisions of Section 12.3 of the Agreement, Seller and Buyer shall each pay \$2,416.05
18. representing one-half of the Escrow Fee.
- 19.
20. E. In the event the real property taxes have not been segregated for subject property, Escrow Holder shall be
21. provided with specific instructions from Seller and Buyer as to the amount to be used for the proration of taxes as
22. referenced in Section 12.2 of the Agreement. Further, Escrow Holder shall be notified in writing by Seller and Buyer
23. of any other prorations to be made through the closing of this escrow.
- 24.
25. F. Buyer shall notify Escrow Holder in writing not less than five (5) business days prior to closing should Buyer
26. require the issuance of an ALTA Extended Coverage Owner's Policy of Title Insurance, and shall have delivered or
27. caused to be delivered to Escrow Holder the documentation as required by Escrow Holder and/or Title Insurer for
28. the issuance of the ALTA Extended Form coverage. In the event Escrow Holder has NOT received the written
29. notification as provided for herein, Escrow Holder is instructed to consider that Buyer is NOT requesting the issuance
30. of the ALTA Extended Owner's Policy of Title Insurance, and Escrow Holder shall cause the CLTA Owner's Policy of
31. Title Insurance to be issued in connection with the closing of this transaction.
- 32.
33. G. Escrow Holder shall only be concerned with the provisions of Section 14.1 of the Agreement upon receipt of
34. written notification from Buyer of the Assignment of its interest, as previously approved in writing by Seller.
- 35.
36. H. As a matter of clarification and specific instructions to Escrow Holder, in the event of receipt of Escrow Holder of
37. written demand from Seller pursuant to the provisions of Section 8.2 of the Agreement as pertains to LIQUIDATED
38. DAMAGES, Escrow Holder is instructed to disburse to Seller the Deposit upon demand of Seller alone, and without
39. further approval of Buyer. Seller and Buyer indemnify and agree to hold Escrow Holder harmless for its compliance
40. with these specific instructions of the parties.
- 41.
42. I. Escrow Holder is instructed to pay commission at closing pursuant to separate instructions from Seller as provided
43. for in Section 13 of the Agreement. Escrow Holder shall not be otherwise concerned with the provisions of Section
44. 13 of the Agreement.
- 45.
46. J. Buyer shall furnish Escrow Holder with a completed Preliminary Change of Ownership Report required by the
47. County Assessor, to be attached to the Grant Deed recording herein. If Escrow Holder is not in receipt of the form

PLEASE
INITIALPLEASE
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ESCROW INSTRUCTIONS (Continued)

TO: CHICAGO TITLE COMPANY

Escrow No. 203023134 - M19
Date June 5, 2000

1. prior to the close of this escrow, or if the form is not complete or acceptable to the County Recorder, Buyer agrees to
2. pay an additional recording fee of \$20.00 through and at the closing of this escrow.

- 3.
4. Chapter 593, Statutes of 1989, effective January 1, 1990, mandates certain hold periods for any type of check
5. (including Cashier's Checks) being deposited in this escrow prior to disbursement being able to take place. Delays in
6. closing and/or delays in releases of funds prior to closing will occur if funding is by other than a bank wire. PLEASE
7. BE ADVISED THAT THESE WIRE INSTRUCTIONS SUPERSEDE ANY WIRE INSTRUCTIONS THAT MAY HAVE
8. BEEN INCLUDED IN YOUR PRELIMINARY TITLE REPORT. Our wire instructions are as follows:

- 9.
10. Wired in funds are to go to:

- 11.
12. UNION BANK 2001 Michelson Drive, Irvine, CA 92714

- 13.
14. for deposit into:

- 15.
16. Chicago Title Company-Irvine CEI/Subdivision - Account Number 9120052915
17. for credit of Escrow No. (INSERT YOUR ESCROW NUMBER HERE)

- 18.
19. The ABA routing number is: 1 2 2 0 0 4 9 6
- 20.
- 21.

22. In the event Escrow Holder is requested to transmit funds by wire transfer, provided that funds are wired in
23. accordance with written instructions, Chicago Title shall not be liable for any act or omission of any financial
24. institution or any other person, nor shall Chicago Title have any liability for loss of funds or interest thereon. Should
25. Chicago Title Company fail to follow said written instructions then, in no event will damages exceed interest at a rate
26. equal to Fed Funds rate, adjusted daily, for the number of days that such funds are unavailable. CHICAGO TITLE
27. COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL
28. DAMAGES, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT WHETHER THE
29. LIKELIHOOD OF SUCH DAMAGE WAS KNOWN TO CHICAGO TITLE. The undersigned shall indemnify and hold
30. harmless Chicago Title, its successors or assigns, from any loss, liability and cost incurred as a result of any incorrect
31. information supplied. The party being debited for said disbursement agrees to pay Escrow Holder a fee of \$25.00 for
32. each wire.

- 33.
34. Parties to this transaction are aware and understand that as a result of the passage of the Tax Reform Act of
35. 1986 which added Section 6045(e) to the Internal Revenue Code, the closing of this transaction will be delayed in the
36. event Seller(s) to this escrow should refuse to remit to Escrow Agent/Holder, prior to close of escrow, "Seller's
37. Certification for Compliance with Real Estate Reporting Requirements," with all necessary information fully completed
38. and duly executed.

- 39.
40. Escrow Holder shall not be concerned with, or liable for payment, adjustment or proration of, Supplemental
41. Taxes assessed pursuant to Chapter 498, Statutes of 1983, State of California, unless specifically reflected on the Tax
42. Assessor's rolls. All assessments not shown on the tax rolls are to be adjusted outside of escrow. The title policy will
43. contain an exception for the lien of any assessment of Supplemental Taxes assessed pursuant to Chapter 498,
44. Statutes of 1983.

TO: CHICAGO TITLE COMPANY

Escrow No. 203023134 - M19

Date June 5, 2000

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the TIME LIMIT DATE as provided for herein and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with paras. 7 and 7 of the General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized to order demands for, and pay at the close of escrow any encumbrances of record necessary to place title in the condition called for without further authorization. You are further authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.
2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendments and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.
3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded, unless otherwise specified.
4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association statements delivered into escrow for proration purposes.
5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.
6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
7. If demand to cancel is submitted after the Time Limit Date, any principal so requesting you to cancel this escrow shall file notice of demand to cancel in your office in writing. You shall within three (3) working days thereafter mail by certified mail one copy of such notice to each of the other principals at the address stated in this escrow. Unless written objection thereto is filed in your office by a principal within fifteen (15) calendar days after the date of such mailing, you are instructed to cancel this escrow. If this is a sale escrow, you may return the lender's papers and/or funds upon lender's demand.
8. In the event that this escrow is canceled, any fees or charges due Chicago Title Company including cancellation fees and any expenditures incurred or authorized shall be paid from funds on deposit unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Upon payment thereof, return documents and monies to the respective parties depositing same, or as ordered by the court, and void any executed instruments.
9. If there is no written activity by a principal to this escrow within any six-month period after the Time Limit Date set forth herein, Chicago Title Company may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.
10. If, for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.

(Continued)

(Continued)

TO: CHICAGO TITLE COMPANY

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Date June 5, 2000

In the event that you should receive or become aware of conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction.

12. In the event that any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement is deposited in this escrow, you, as escrow holder, are not to be concerned with the terms of such document and are relieved of all responsibility in connection therewith. The foregoing is not applicable in any transaction in which Chicago Title has specifically agreed to accept an Offer to Purchase, Deposit Receipt or other form of Purchase Agreement as escrow instructions. In any event, you are not to be concerned or liable for items designated as "memoranda" in these escrow instructions nor with any other agreement or contract between the parties.
13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.
14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight, next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.
15. Concerning any real property involved in this transaction you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18552 and 18553 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a non-resident under such Section, nor (d) obtaining a non foreign affidavit or other exemption from withholding under said Sections nor otherwise making any inquiry concerning compliance with such Sections by any party to the transaction.
16. If you pay a demand to pay in full a revolving line of credit or equityline loan, you are hereby instructed on my behalf and for my benefit, to request that the lender issuing said demand cancel said revolving line or equityline of credit.
17. You are authorized to furnish to any affiliate of Chicago Title Company, any attorney, broker or lender identified with this transaction or any one acting on behalf of such lender any information, instructions, amendments, statements, or notices of cancellation given in connection with this escrow. If any check submitted to escrow is dishonored when presented for payment, you are authorized to notify all principals and/or their respective agents of such non payment.
18. All notices, change of instructions, communications and documents are to be delivered in writing to the office of Chicago Title Company, as set forth herein.
19. All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing demand accounts of Chicago Title Company in any state or federal bank or any state or federal savings and loan association ("the depository institutions") and may be transferred to any other such accounts.

The parties to this escrow acknowledge that while these accounts do not bear interest, because of these and other banking relationships with the depository institutions, Chicago Title Company and its affiliates may receive from some of the depository institutions an array of banking services, accommodations or other benefits. Chicago Title Company and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from some of the depository institutions. All of such services, accommodations and other benefits shall accrue, directly or indirectly, to Chicago Title Company and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by Chicago Title Company check, unless otherwise instructed.
- Chicago Title Company shall not be responsible for any delay in closing if funds received by escrow are not available for immediate withdrawal. Chicago Title Company may, at its option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.
20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

(Continued)

(Continued)

TO: CHICAGO TITLE COMPANY

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Date June 5, 2000

IMPORTANT NOTICE

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to CHICAGO TITLE COMPANY are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law.

(Wire transfer information available upon request)

ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT CHICAGO TITLE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.

THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.

SELLER:

BOEING REALTY CORPORATION,
a California corporation

BUYER:

YUSEN AIR & SEA SERVICE (U.S.A.), INC.,
a New York corporation

BY:

[Signature]
Name SM Stivale
Title Senior Real Estate Manager

BY:

[Signature]
Name Yutaka Suzuki
Title Vice President

SIGN & RETURN

Current Address:

1366 Lakewood Blvd. 3760 Kilroy Airport Way
6th floor Suite 500
Long Beach, CA 90802 90806

Telephone:

Current Address:

361 N. Oak Street
Inglewood, CA 90302

Telephone:

AMENDMENT TO ESCROW INSTRUC

TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

15969 VON KARMAN, IRVINE, CA 92606
(949) 263-2544 Fax (949) 752-8043

Escrow No. 203023134 - M19 Escrow Officer Lorri Beasley

Date August 14, 2000

Property: Lots 1 and 2, Parcel B Tr. 52172-02, Harbor Gateway Cntr, Los Angeles, CA

1. Your original escrow instructions dated June 5, 2000, and any amendments and/or
2. supplements thereto, are hereby amended and/or supplemented as set forth herein:
- 3.
4. 1. Escrow Holder is instructed to consider that the square footage of subject
5. property is 255,272 square feet, and the purchase price of subject property is
6. \$5,105,440.00.
- 7.
8. 2. Escrow Holder is instructed to prorate real property taxes based on the 1999-2000
9. tax bill, at the rate of 4.1645% of the total tax parcel. (Based on 1999-2000 tax
10. year, Assessor's Tax Parcel 7351-003-019 is 140.72 acres/6,129,763.2 Square feet.
11. 255,272 square feet is 4.1645% of 6,129,763.2 square feet. 1999-2000 Taxes for
12. AP#7351-003 were \$384,465.23. 4.1645% equals \$16,011.06 for 360 days)
- 13.
14. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.
- 15.
- 16.

17. SELLER:

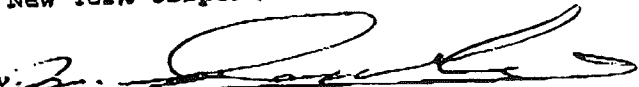
18.
19. BORING REALTY CORPORATION,
20. a California corporation

21.
22.
23. BY: _____

24. Name
25. Title

26.
27.
28.
29. BUYER:

30.
31. YUSEN AIR & SEA SERVICE (U.S.A.), INC.,
32. a New York corporation

33.
34.
35. BY: 
36. Name Yutaka Suzuki
37. Title Vice President

38.
39.
40.
41.
42.
43.
44.
(Page 1)

ATEISH -11/01/00pk

LOCATION:

RX TIME 08/15 '00 11:15

LOCATION:

RX TIME 08/15 '00 11:15

BOE-C6-0094971



TO: CHICAGO TITLE COMPANY, licensed by the California Department of Insurance

16969 VON KARMAN, IRVINE, CA 92606
(949) 263-2544 Fax (949) 752-8043

Escrow No. 203023134 - M19 Escrow Officer Lorri Beasley

Date August 14, 2000

Property: Lots 1 and 2, Parcel B Tr. S2172-02, Harbor Gateway Cntr, Los Angeles, CA

1. Your original escrow instructions dated June 5, 2000, and any amendments and/or
2. supplements thereto, are hereby amended and/or supplemented as set forth herein:

3.
4. 1. Escrow Holder is instructed to consider that the square footage of subject
5. property is 255,272 square feet, and the purchase price of subject property is
6. \$5,105,440.00.

7.
8. 2. Escrow Holder is instructed to prorate real property taxes based on the 1999-2000
9. tax bill, at the rate of 4.1645% of the total tax parcel. (Based on 1999-2000 tax
10. year, Assessor's Tax Parcel 7351-003-019 is 140.72 acres/6,129,763.2 Square feet.
11. 255,272 square feet is 4.1645% of 6,129,763.2 square feet. 1999-2000 Taxes for
12. AP#7351-003 were \$384,465.23. 4.1645% equals \$16,011.06 for 360 days)

13.
14. ALL OTHER TERMS AND CONDITIONS ARE TO REMAIN THE SAME.

15.
16.
17. SELLER:

18.
19. BOEING REALTY CORPORATION,
20. a California corporation

21.
22.
23. BY: 

24. Name
25. Title

PHILIP W. CYBURT
PRESIDENT

26.
27.
28.
29. BUYER:

30.
31. YUSEN AIR & SEA SERVICE (U.S.A.), INC.,
32. a New York corporation

33.
34.
35. BY: _____

36. Name
37. Title